

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Burson-Marsteller 1850 M Street, N.W.; Suite 900 Washington, D.C. 20036		2. Registration No. 2469
3. Name of foreign principal Thomson-CSF, Inc.	4. Principal address of foreign principal 2231 Crystal Dr.; Suite 814 Arlington, VA 22202	

5. Indicate whether your foreign principal is one of the following type:

- ☐ Foreign government
- ☐ Foreign political party
- ☐ Foreign or ☒ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

N/A

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

N/A

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

U.S. government contractor and supplier of business development,
marketing, and logistical services to the parent company.

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Thomson-CSF, Inc., is a wholly owned subsidiary of Thomson Corporation of America, which in turn is owned by Thomson-CSF, a French corporation.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A

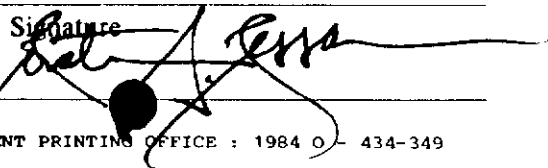
10/4/82

Name and Title

Jonathan Jessar

Executive Vice President

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant
Burson-Marsteller

Name of Foreign Principal
Thomson-CSF, Inc.

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Burson-Marsteller will counsel Thomson on legislative and political developments in the U.S. Congress and, when necessary, contact members and staff of the U.S. Congress about legislation affecting Thomson's business interests in the U.S.

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SECTION
REGISTRATION UNIT

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Burson-Marsteller employees will monitor legislative developments and, when necessary, contact members and staff of the U.S. Congress to express Thomson's opinion on legislative developments which affect Thomson's business interests in the U.S.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B

10/4/88

Name and Title

Jonathan Jessar
Executive Vice President

Signature



¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of the government of a foreign country or a foreign political party.

POLYMER LETTERS

Larry E. Smith
Senior Lecturer, Department of
Political Science, University of
California, San Diego

Mr. James D. Bell
President
Thomson-CSF, Inc.
2231 Crystal Drive
Suite 814
Arlington, Virginia 22202

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SECTION
REINTEGRATION UNIT

This letter will confirm the agreement entered into by and between Thomson-CSF, Inc. ("Client") and Burson-Marsteller ("B-M") as follows:

a. Basic Services. B-M will render such professional services ("Basic Services") as the Client shall from time to time request. Such Basic Services may include:

- i. counseling;
- ii. formulating government relations plans;
- iii. representing the Client before and counseling Client with regard to various publics, including the Congress and the Executive Branch of the Federal government.

b. Special Services. In addition to the Basic Services, B-M is prepared to provide additional services for such projects and products as Client shall from time to time request. Before B-M begins any such Special Services, Client and B-M shall agree upon B-M's compensation therefor.

Client agrees to pay B-M for its services as follows:

- a. Each month during the term of this Agreement, Client shall pay B-M for all charges and out-of-pocket expenses which were incurred by B-M during the

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May 26, 1988
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billing Month in servicing Client's account. A Billing Month begins on the 16th of a month and runs through the 15th day of the next month.

- b. Client agrees to pay B-M for all charges and out-of-pocket expenses incurred by B-M in servicing Client's account. Such amounts will be determined in accordance with B-M's billing rates and practices in effect at the time.
- c. Where B-M uses services of an outside supplier in providing production-related services to Client, Client shall pay B-M the cost of such services together with a 17.65 percent mark-up.
- d. Client shall reimburse B-M (without mark-up) for all travel related expenses and for the entertainment of editorial and other parties whom Client has requested B-M to entertain and which had received Client's approval.
- e. Client shall pay B-M three percent (3%) of the amount due for time charges pursuant to Section 2b above; said amount covers certain administrative costs, including local telephone calls and routine postage, associated with servicing Client's account.
- f. Total amount of this contract shall not exceed \$50,000 for professional services unless agreed to by both parties.

3. Billing Procedures

- a. On or about the last day of each month, B-M will provide the Client with an invoice for actual time and out-of-pocket expenses incurred by B-M during the billing period ended the 15th of that same month.
- b. All invoices are due and payable 15 days from the issue date.
- c. If Client fails to make any payment due hereunder within thirty (30) days of invoice date, Client shall pay, in addition to the amount due, interest thereon at the prime rate of interest charged by the Chase Manhattan Bank, N.A. as of the due date of such payment.

4. Term and Termination

- a. The term of this Agreement shall commence as of May 1, 1988, and continue until December 31, 1988, unless terminated by either party giving the other sixty (60) days' prior written notice. Client shall pay all charges and out-of-pocket expenses incurred up to the effective date of such termination.
- b. Upon the effective date of the termination of this Agreement, all property in B-M's possession belonging to Client pursuant to the terms of Section 5 hereof and all contracts for services and materials entered into by B-M for Client shall be turned over and/or assigned to Client.

5. Indemnification

- a. Client shall be responsible for the accuracy, completeness and propriety of information concerning its organization, products, industry and services which it furnishes to B-M. It will be Client's responsibility to review all publicity or other materials prepared by B-M under this agreement to confirm that all representations, direct or implied, are supportable by objective data then possessed by Client, as well as to confirm the accuracy and legality of the descriptions and depictions of Client's products and services and/or competitive products or services described or depicted. Accordingly, Client shall indemnify and hold B-M harmless from and against any and all losses, damages, liabilities, claims, demands, suits and expenses (including reasonable attorney's fees) that B-M may incur or be liable for as a result of any claim, suit or proceeding made or brought against B-M based upon or arising out of (a) any publicity or other materials created, placed, prepared or produced by B-M or other services performed by B-M for Client; (b) any alleged or actual defects in Client's products or services; (c) allegations that the manufacture, sale, distribution or use of any of Client's products or services violates or infringes upon the copyright, trademark, patent or other rights of any third party, and (d) allegations that the promotion of any of Client's products or services induces, promotes or encourages the violation or infringement upon the copyright, trademark or other rights of any third party.

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- b. After material has been issued by B-M to the press or to another third party, its use is no longer under B-M's control. Therefore, B-M can not assure the use of its press material by any publication, nor, if published, that it will be accurate.

6. Agency/Client

In purchasing materials or services on Client's behalf, B-M will be acting as Client's agent, and all orders placed and contracts entered into by B-M for such purposes with its suppliers and other persons may so state.

7. Entire Agreement

This Agreement constitutes the entire agreement with respect to the subject matter hereof, and may only be modified or amended in writing signed by the party to be charged.

8. Construction

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

9. Titles

Titles are for reference only. In the event of a conflict between a title and the content of a section, the content of the section shall control.

10. Non-Competition and Confidentiality

- a. Burson-Marsteller may be employed by other persons, firms or corporations engaged in the same or similar business as that of Thomson-CSF, Inc., provided, however, that Burson-Marsteller is responsible for exercising reasonable care and caution to provide that the interests of TCI are not adversely affected.
- b. Information made available to Burson-Marsteller by TCI or any of its affiliates shall be considered proprietary information of TCI supplied in confidence, and shall not be disclosed to others or

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used for any purpose other than perform Burson-Marsteller's obligation hereunder, unless otherwise authorized in writing by TCI. This provision shall survive the termination of this Agreement and remain in effect until such time as said information becomes public knowledge other than by fault or negligence of Burson-Marsteller.

11. Relationship of Parties

B-M shall exercise full control and direction over its employees performing the work covered by this agreement. Neither B-M nor its employees or agents shall be deemed to be Client's employees or agents, except as specified herein.


B-M shall act as the agent of Client for the purpose of obtaining and supervising the production of tangible personal property by third parties as authorized under this agreement. In such case, B-M shall disclose its status as agent to third parties and the identity of Client. It is understood that B-M is an independent contractor for all other purposes and at all other times. B-M is wholly responsible for withholding and payment of all federal, state and local income and other payroll taxes with respect to its employees, including contributions from them as required by law.

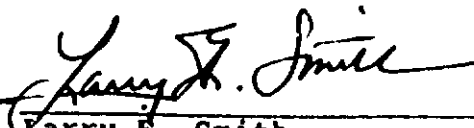
B-M and Client have indicated their acceptance and approval of the foregoing by signing in the spaces provided below.

Very truly yours,

BURSON-MARSTELLER, INC.

Accepted and agreed by:
THOMSON-CSF, INC.


James D. Bell
President

By: 
Larry E. Smith
Senior Vice President

Date: May 26, 1988

Date: _____